

URBAN AREA

Mouje Akoli Khurd - Zone No. - Rs./- Per Sq.Mtrs.
Govt. Valuation Rs./-
Stamp Duty Rs./- & Registration Fee Rs./-

AGREEMENT OF SALE OF FLAT

FOR CONSIDERATION OF RS./-
(Rupees Only)

The said Project "ROYAL GALAXY" is registered under the Maharashtra Real Estate Regulatory Authority and MAH-RERA No. is

THIS AGREEMENT OF SALE OF FLAT made and executed at Akola on this ____ day of _____, 2019, **BETWEEN :-**

VENDOR

Party No. 1

- : 1) **Shri Anurag Shriram Agrawal**,
Aged about 47 years, Occ. : Business,
R/o. Shri Mangal Apartment, Ranpise Nagar,
Akola, Tq. & Distt. Akola.
(PAN - _____)
- 2) **Shri Sanjay Omprakash Bajoriya**,
Aged about 47 years, Occ. : Business,
R/o. Murtizapur Road, Akola, Tq. & Distt. Akola.
(PAN - _____)
- 3) **Shri Sunil Kailashchandra Bajoriya**,
Aged about 44 years, Occ. : Business,
R/o. Murtizapur Road, Akola, Tq. & Distt. Akola.
(PAN - _____)

(Hereinafter referred to as "PARTY NO. 1 / VENDOR / BUILDER & DEVELOPER" which expression shall always mean and include their legal heirs, representatives, successors, administrators and assigns).

AND

FLAT PURCHASER :

Party No. 2

.....
Aged about Years, Occ. :
R/o.
(PAN - _____)

(Hereinafter referred to as "PARTY NO. 2 / PURCHASER" which expression shall always mean and include his/her heirs, legal representatives, successors, administrators and assigns).

1. WHEREAS the Party No.1 is owner of land situated at, Mouje Akoli Khurd, detailed specifically described under the first Schedule and Party No.1 / Vendor, constructing a Flat scheme on the said land, by name "ROYAL GALAXY". In furtherance of the Scheme of Apartment, the Party No.1 / Vendor has already commenced the construction of the building on the said property in accordance with the plans, drawings and purposes of sale of the flat to various prospective purchaser on ownership basis.

Whereas, Party No. 1 has commenced the construction of the building by sanctioning the map from Municipal Corporation, Akola vide Commencement Certificate No. and Auto DCR Sanction No. dated and Party No. 1 has also executed the Deed of Declaration dtd. at Sr.No. as required u/s 2 of Maharashtra Apartment Ownership Act, 1970 in respect of the above mentioned Scheme of Flat.

2. WHEREAS, the Party No.2 has approached the Party No.1 for the purchase of one flat in the said scheme. The Party No.2 demanded from the Party No.1 for inspection of all the documents of title relating to the said property, all the maps, plans prepared by the Architect, the Deed of Declaration u/s. 2 of the Apartment Ownership Act, etc. The Party No.1 has given all those aforementioned documents to the Party No.2 for the inspection thereof.

3. AND WHEREAS the Party No.2 has agreed to purchase one Flat No. ____ on ____ Floor, more specifically described in the Schedule with undivided share of land property. The Party No.2 has agreed to purchase and the Party No.1 has agreed to sell the aforementioned flat for a total consideration of Rs./- (Rupees Only) subject to terms and conditions contained herein.

4. AND WHEREAS, the Party No.2 is well aware that, the Party No.1 is entering in the separate independent agreements with various other flat purchasers in respect of the sale of flats in the scheme similar to this agreement subject however to necessary modifications.

5. AND WHEREAS, the amenities and salient features of the construction to be provided by the Party No.1 are set-out in Schedule. The Party No.2 has taken inspection of the site, the plan of the said building before execution of this agreement and further the Party No.2 admits that, he is fully satisfied with the said plan, drawings, specifications and the construction in progress.

6. AND WHEREAS, the Party No.2 agreed and undertakes to pay the purchase price of Rs./- (Rupees Only) towards the consideration of the said flat in the following manner :-

- a) At the time this Agreement Party No. 2 paid to Party No. 1 amount of Rs./- (Rs. Only) as under :-
- b) Party No. 2 agreed the to pay the Remaining Amount Rs./- (Rs. Only) on or before i.e. at the time of Sale Deed.

The amount of balance payment as per the given above schedule shall be the essence of the contract.

7. In the event of failure of payment of amount / instalment due under above clause by the Party No.2 to the Party No.1 on the respective due dates, the Party No.1 shall be entitled to terminate the agreement and forfeit the amount. However the Party No.1 shall not exercise his right of termination of agreement & forfeiting the received amount unilaterally. Prior to that he shall serve the Party No.2 with a registered letter to that effect. If even after receipt of the registered letter, the Party No.2 does not make the payment within fifteen days from the receipt of notice then the agreement shall stand terminated and the amount forfeited.

8. The Party No.1 ensures that, the property in question is free from all encumbrances and the Party No.1 has absolute, clear and marketable title to the said property. The Party No.1 undertakes to convene to the Party No.2 an absolute, clear and marketable title at the time of execution of the sale-deed.

9. The fixtures, fitting and the amenities to be provided by the Party No.1 in the scheme and the flat are more specifically list out in the Schedule II annexed herewith.

10. The Party No.1 agrees to hand over the possession of the said flat to the Party No.2 on or before Provided that, the Party No.1 shall be entitled to reasonable extension of time for delivering the flat to the Party No.2 on the aforesaid date if the completion of the building in which the duplex is situated is delayed on account of : (i) Non availability of cement, steel, other building materials, water, electricity supply, electric metre, electric motor pump; (ii) Any act of Government of any other natural calamity or any other reason beyond the Control of Party No.1.

11. The Party No.1 shall give notice in writing to the Party No.2 of an intimation that the flat ready for use and occupation. The Party No.2 of an in the said flat within thirty days of the notice.

12 Commencing a week after the notice in Writing is given by the Party No.1 to the Party No.2 in respect of the intimation that the flat is ready for use and occupation, the Party No.2 shall be liable to bear and pay the proportionate, share of the outgoings in respect of the said land and building viz, local taxes and such other Government taxes, water charges, lighting charges, repairs, salaries of the clerk, bill collector, chaukidar, sweeper, the electric meter charges and other expenses necessary and incidental to the management and maintenance of the said land and building.

13. The Party No. 2 alongwith all flat purchasers shall have common right to use all open spaces and other common amenities, till the permission of proposed co-operative society or association and after that as soon as the duplex purchaser shall become the member of the proposed co-operative society or association, he shall be one of the member user of above common amenities.

14. So long as each flat in the said building known by the name **"ROYAL GALAXY"** is not assessed separately by the charges, the flat purchaser shall pay the prportionate share all the charges assessed on the building. The flat purchaser shall abide by all the bye-laws, rules and regulations of the Government, Municipal Corporation and any other authorities in that respect. Also at the time of sale-deed Party No. 2 i.e. flat purchaser is liable to pay G.S.T. & other related taxes as per rules & regulation.

15. The Party No.2 covenant to maintain the flat with own costs a good tenable repairs and condition from the date of the possession of the said flat. The Party No.2 also covenant not to do or cause to be done in the flat or to the building in which this flat is situated such as open spaces or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any addition to the building in which the flat is situated that may adversely effect the interest of other flat purchasers. The Party No.2 covenants to maintain the flat in same condition and state in which it was delivered to him/her. In the event of committing any act in contravention of the above provisions the Party No.2 shall be responsible and liable for the consequences thereof to the concerned local authorities or other Public authorities.

16. The Party No.2 shall not at any time demolish or cause to be demolished the duplex or any part thereof or shall not make any alterations or additions to the said duplex or any part thereof. The Party No.2 shall maintain the duplex walls, the drain pipes and the appurtenances thereof in good tenable repairs and conditions, so as to support, shelter and protect the parts of the building, other than his/her flat.

18. The Party No.2 shall not use the flat for any purpose other than the private dwelling house. The Party No.2 shall not throw dirt, rubbish, rate or other like articles in the compound wall, passage, open spaces or any other portion of the building.

19. All costs, charges and expenses in connection with repairing engrossing, stamping and registering all documents, agreement, sale-deed, required to be executed between the parties shall be borne by the flat purchaser, the Party No.2.

20. The Party No.2 agrees that, after occupation of the flat he shall make arrangement to secure his separate electric meter from the M.S.E.B. office. The expenditure required for the same shall be born / incurred by the Party No.2 himself. In securing the electric meter, the Party No.1 agrees to co-operate and help the Party No.2.

21. All the notice required to be served on the flat purchaser under this agreement shall be deemed to have been served if sent to the flat purchaser by registered post with A.D. or under the Certificate of Posting at above mentioned address.

SCHEDULE - I

DISCRIPTION OF PLOT PROPERTY

All that peice and parcel of land, having Layout Plots No. 67 to 69 out of Field Survey No. 12/1 and 12/3 of Mouje Akoli Khurd, Tq. & Distt. Akola, within the limits of Municipal Corporation, Akola, which is sanctioned non-agricultural by S.D.O. Akola in Rev. Case No. NAP-34/Akoli Khurd/32/2000-01 dated 10.07.2002. The said three plot totally admeasurng _____ Sq.Mtrs. i.e. _____ Sq.Ft..

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SCHEDULE - II
DISCRIPTION OF FLAT PROPERTY

Flat No. ____ on ____ Floor, Carpet Area admeasuring ____ Sq.Mtrs. and Super-Builtup Area ____ Sq.Mtrs. alongwith ____ Undivided Share in land consisting Two Bedroom, One Hall, One Kitchen Room and two W.C.-Bath, in the building known as **ROYAL GALAXY** and the said duplex is bounded as under :-

To the East	-	_____
To the West	-	_____
To the North	-	_____
To the South	-	_____

This agreement shall always be subject to the provisions of Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

This Agreement is executed at Akola on day, date, month mentioned above and signed in presence of witnesses.

WITNESS :

SIGNATURES

Party No. 1 / Vendor

1. _____

1. _____
(Anurag Shriram Agrawal)

2. _____

2. _____
(Sanjay Omprakash Baojriya)

3. _____
(Sunil Kailashchandra Baojriya)

Party No. 2 / Flat Purchaser
